

AGREEMENT FOR METER READINGS

THIS AGREEMENT FOR METER READINGS ("Agreement"), is made this ____ day of _____, 2012, by and between CITY OF COLUMBIA ("City"), a municipal corporation existing under the laws of the State of South Carolina and PALMETTO OF RICHLAND COUNTY LLC ("PRC"), a Delaware limited liability company.

PREAMBLE

City owns, operates and maintains water meters within its meter boxes throughout its service area for the purposes of recording usage of water and billing its client for said usage. PRC has certain wastewater customers which are the same persons or entities that receive water services from City ("Joint Customers"), and is desirous of receiving meter readings from City for those Joint Customers. City is willing to provide such meter readings to PRC pursuant to the terms of this Agreement.

AGREEMENT

1. Meter Reading Documents. City hereby agrees to provide the meter readings of the Joint Customers' meters to PRC in the same form as said meter readings are recorded and used within City.

1.1 Dates of Readings. All meters shall be read in conjunction with regularly scheduled City meter reading, which generally occurs [provide standard monthly meter reading date(s)] [and the City shall promptly email/fax meter reading reports upon completion to PRC – [CITY TO ADVISE ON FORM OF DELIVERY]].

1.2 Force Majeure. In the event that the meters cannot be read as provided above as a result of any events as described below, the meters shall be read by the City pursuant to its normal practices and the City shall provide to PRC any estimates that it uses for any such customer for purposes of water services for billing purposes prior to its next scheduled reading.

1.2.1 Readings by PRC. In the event that City is unable to perform such readings because of such force majeure events, and PRC is able to make the readings, it may request authorization from City to do so.

1.3 Joint Meter Reading. PRC shall have the right, but not the obligation, to have its personnel read meters in conjunction with personnel from City. PRC shall be required to contact City in advance to schedule and coordinate personnel accordingly; such that PRC's participation does not detrimentally affect City's personnel or their schedules. City will reasonably cooperate with PRC's scheduling requirements.

2. Charges. City shall charge for meter readings, as well as other services provided pursuant to this Agreement as set out in this Section 2.

2.1 Base Charge. City shall charge PRC \$0.50 for each individual meter reading provided to PRC as a record of City's standard meter reading cycle, during the term of this Agreement.

2.2 Re-reads. A re-read service shall be provided by City to PRC after written request of PRC. For that additional service, City shall charge ten dollars (\$10.00) for each re-read where the initial reading is determined by City to be correct; there shall be no charge if the initial reading is determined by City to have been incorrect.

2.3 Meter Testing. City agrees to provide or arrange for meter testing services for PRC at such times and with such procedures as may be reasonably requested by PRC at a charge of \$25.00 for each field test performed by City personnel.

2.4 Payment Due. Payment for meter reading documents shall be due upon receipt of the documents. Payment for other services shall be made to City by PRC within fifteen (15) days of the date of the requested service.

2.4.1 If payment is not received as stated above, it shall be cause for City to refuse to provide further readings or other services until any past due payment is received.

2.5 Charge Adjustments. Notwithstanding anything herein to the contrary, the charges provided for in this Article 2 will be adjusted on the thirtieth (30th) month anniversary of this Agreement, and every thirty-six (36) months thereafter during the remainder of the term hereof, by the percentage change during the then most recently completed twelve (12) months in the Consumer Price Index – All Urban Consumers, U.S. city average, all items less food and energy (Bureau of Labor Statistics Series ID: CUUR0000SA0L1E).

3. Customer Turn Offs and Turn Ons. If a joint customer becomes delinquent on its account with PRC, then the City will work with PRC in administering customer turn offs and turn ons, with respect to the wastewater service of PRC. PRC will reimburse the City for its out-of-pocket cost (labor) to facilitate this procedure for the wastewater service. If a joint customer becomes delinquent on its account with the City and not PRC, then the turn off and turn on procedures implemented by the City will be limited to the water service of the City.

4. Termination/Survival. This Agreement shall continue from month to month unless and until terminated in accordance with this Section 4. The City shall be entitled to terminate this Agreement on thirty (30) days written notice if it no longer reads the meters of the Joint Customers. PRC shall be entitled to terminate this Agreement on thirty (30) days written notice if and when said Joint Customers are no longer customers of PRC or when PRC no longer requires meter reading.

5. **Notices Pursuant to the Agreement.** After execution, and until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by facsimile (receipt verified by phone), certified mail, return receipt requested or by telegram, and if to PRC, shall be delivered to PRC at:

1710 Woodcreek Farms Rd.
Elgin, SC 29045

And, if the City, shall be delivered to City at:

City of Columbia
P. O. Box 147
Columbia, SC 29217
Attn: City Manager
Fax: (803) 255-8922

With a copy to:

City of Columbia – Legal Department

Attention: City Attorney
Fax: _____

6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings, either oral or written, between City and PRC made with respect to the matters herein contained. No additions, alterations or variations of the terms of this Agreement shall be valid nor shall provisions of this Agreement be waived by either party unless such waivers are provided for herein, or such additions, alterations, variations, or waivers are expressed in writing and duly signed by both parties.

7. **Force Majeure.** In the event that performance of this Agreement by any party is prevented or interrupted as a result of any cause beyond the control of said party including, but not limited to, Acts of God or of the public enemy, war, national emergency, or other governmental restriction upon the use or availability of labor or materials, said party shall not be liable for such non-performance.

8. **Section Headings for Convenience Only.** The section headings used in this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement, and the parties hereto agree that they shall be disregarded in construing the provisions of this Agreement.

9. **Dispute Resolution.** In the event that a dispute arises out of or in connection with this Agreement (a "Dispute"), such Dispute shall be resolved in accordance with the procedures

specified in this Section 9, which shall be the sole and exclusive procedures for the resolution of any Disputes.

9.1 Either party may request in writing to settle a Dispute by mediation. The mediator shall be a certified mediator experienced in commercial transactions of the nature described in this Agreement. Unless otherwise agreed, the mediation shall take place in Columbia, South Carolina. Each party shall share equally in the expenses of mediation, provided that each party shall be responsible for its own attorneys' fees and cost incurred with respect to such mediation. Neither party shall commence any court proceedings, other than for injunctive or other similar equitable relief, unless and until either (i) the mediation has not been successful within sixty (60) days of being requested or (ii) the other party refuses to participate in mediation.

9.2 SUBJECT TO THE MEDIATION PROVISION ABOVE, THE CIRCUIT COURTS LOCATED IN RICHLAND COUNTY, SOUTH CAROLINA SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTE.

10. Governing Law. The laws of South Carolina shall apply in enforcement and interpretation of this Agreement.

11. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Assignability. This Agreement may be assigned by PRC to an affiliated entity, or in connection with the sale of substantially all of its assets, without prior consent of the City.

[SIGNATURE PAGE FOLLOWS]

EXECUTED as of the date and year first written above.

CITY OF COLUMBIA

PALMETTO OF RICHLAND
COUNTY LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Schedule 3.1(f)
REAL PROPERTY TRANSFER

New Station ID #	Old Station ID #	NAME	TMS_NUM	PHYSICAL ADDRESS (SCE&G Service Address, if different)	Property Ownership
235	NE2	Bradford Park - AKA North Trace	22907-04-13	N. SPRINGS (700 N Springs Rd)	Deed to lift station equipment and facility
240	NE3	Brookhaven	17511-01-24	WARWICK CT (26 Warwick Ct)	In Process - SS in neighborhood incomplete
245	NE4	Crescent Lake	17615-01-10	FLYCATCHER LN (1 Crescent Lake Ct)	Deed to lift station equipment and facility
255	NE6	Holly Ridge	20302-02-33	709 LONGTOWN ROAD (800 Longtown Rd)	Deed to lift station equipment and facility
260	NE7	Industrial Park #1	25800-04-01	Clemson Rd Ext	Easement over real property and access
265	NE8	Industrial Park #2	25800-07-01	797 OLD CLEMSON RD (777 Clemson Rd)	Easement over real property and access
270	NE9	Ivy Square	17500-03-59	LONGREEN PKWY (298 Longreen Pkwy)	Deed to lift station equipment and facility
280	NE11	Long Creek #1	20403-01-20	COLUMBIA CLUB DR (204 Columbia Club Dr E)	Easement over real property and access
285	NE12	Long Creek #2	20408-05-06	129 Runneymede Dr	Easement over real property and access
290	NE13	Long Creek #3	20411-01-02	2000 Longtown Rd E	Easement over real property and access
300	NE15	North Crossing	23010-10-22	NORTH CROSSING DRIVE (222 N Crossing Dr)	Easement over real property and access
315	NE18	Spring Valley	20113-07-03	WEST SPRING (302 W Spring Rd)	Easement over real property and access

The above list contains a listing of all known easements for any 15' or greater inside diameter lines. In addition, Seller has numerous other easements for its smaller lines which are included in the Properties. Between signing and Closing, Seller shall provide such legal descriptions or other information that it might have with respect to these other easements so that such easements may be properly transferred to the Buyer at Closing. Any easements in the Purchased Area discovered by Buyer or Seller after the Closing will be transferred to the Buyer consistent with the provisions of Section 11.2 of the Agreement

235

Instrument: 1999015654

Book/Page R 282: 257

Date/Time: 02/23/1999 11:55:13:233

Document: 01

#8146

STATE OF SOUTH CAROLINA)

QUIT-CLAIM DEED

COUNTY OF RICHLAND)

To All Whom These Presents May Come:

WHEREAS, Centex Homes *W/k/a* Centex Real Estate Corporation constructed a water booster pump station and sanitary sewer lift station to provide water and sanitary sewer services to the North Trace Subdivision; and

WHEREAS, the City of Columbia wishes to assume ownership, operation and maintenance of these facilities, the on-site water and sanitary sewer mains, and to accept ownership of the land upon which they are located; and

NOW, KNOW ALL MEN BY THESE PRESENTS, That

CENTEX HOMES *W/k/a* CENTEX REAL ESTATE CORPORATION

(hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of One (\$1.00) Dollar to the Grantor paid by the

CITY OF COLUMBIA

(hereinafter whether singular or plural the "Grantee") has granted, bargained, sold, released, and forever quit-claimed, and by these presents does grant, bargain, sell, release and forever quit-claim unto the said City of Columbia, South Carolina, its successors and assigns:

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Richland and northeast of the City of Columbia, bounded on the northwest by North Springs Road (S-40-1834), between Lots 129 and 131, North Trace, Phases I and II, and being designated as the NORTH TRACE PUMP STATION LOT; having the following boundaries and measurements, to-wit:

Beginning at an iron pin on the northwestern property corner of the Lot 129 and the southeastern right-of-way boundary of North Springs Road and extending therefrom N41° 17' 51"E along the southeastern right-of-way boundary of North Springs Road for a distance of one hundred twelve and fifty-six hundredths (112.56) feet to an iron pin on the western property corner of Lot 131; thence turning and extending therefrom S48° 14' 33"E for a distance of eighty and fifty-six hundredths (80.56) feet to an iron pin; thence turning and extending therefrom S27° 10' 40"W for a distance of fifty-six and thirty-five hundredths (56.35) feet to an iron pin on the northern property line of the said Lot 129, located sixty-six and eighty-four hundredths (66.84) feet N80° 48' 37"W of the northwestern right-of-way boundary of North Trace Lane; thence turning and extending therefrom along the northern property line of said Lot 129, N79° 58' 11"W for a distance of one hundred ten and thirty-three hundredths (110.33) feet to the point of beginning. Be all measurements a little more or less.

Book 00282-0257

1999015654 02/23/1999 11:55:13:233

Fee: \$0.00 County Tax: \$0.00 State Tax: \$0.00

Quitclaim Deed

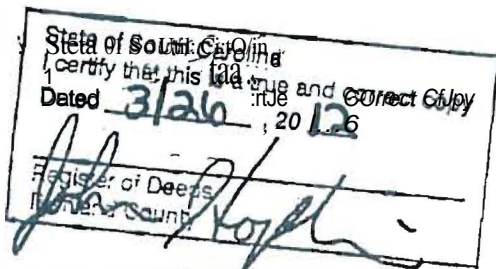


1999015654 John G. Norris

Richland County REC'D

Richland County Register of Deeds

John T. Hopkins II



235

Instrument: 1999015654

Book/Page: R 282 : 258

Date/Time: 02/23/1999 11:55:13:233

Document: 01

-2-

This conveyance includes the water booster pump station, the sanitary sewer lift station, the on-site water lines, the on-site sanitary sewer lines, all easements shown thereon, and the appurtenances and fixtures associated therewith.

The subject property is more clearly delineated as the City of Columbia pump station lot on the final plat of North Trace, Phase I and Phase II, dated May 27, 1992, prepared by Power Engineering Company, Inc. for the Centex Real Estate Corporation and being on file in the office of the Register of Deeds for Richland County in Plat Book 54, Page 1473. Also being on file in the office of the City's Director of Utilities and Engineering under file reference #189-16.

A copy of said plat being attached hereto and made a part hereof as Exhibit "A".

DERIVATION: Deed Book D-1003, Page 34

TAX MAP NUMBER: 22907-04-13

GRANTEE'S ADDRESS: City of Columbia
Department of Utilities and Engineering
P. O. Box 147, Columbia, SC 29217

Richland County Register of Deeds

John T. Hopkins II

Instrument: 1999015664

Book/Page: R 282 : 259

Date/Time: 02/23/1999 11:55:13 233

Document: 01

-3-

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said City of Columbia, its successors and assigns, forever so that neither the said Centex Homes *W/a* Centex Real Estate Corporation nor its successors and assigns, nor any other person or persons, claiming under it or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

WITNESS the hand of the Grantor this 2nd day of FEBRUARY, 1999.

SIGNED, SEALED AND DELIVERED

**CENTEX HOMES *W/a* CENTEX
REAL ESTATE CORPORATION**

By: [Signature]
Title: DEPUTY MANAGER

WITNESS #1

WITNESS #2

STATE OF SOUTH CAROLINA)

ACKNOWLEDGEMENT

COUNTY OF RICHLAND)

The foregoing instrument was acknowledged before me this 2nd day of

FEBRUARY, 1999, Lt. A. M. Sasserfield / Deputy Manager of Columbia, S.C.
Name and Title of Officer City and State

on behalf of the within-named Grantor.

NOTARY PUBLIC FOR STATE OF S.C.

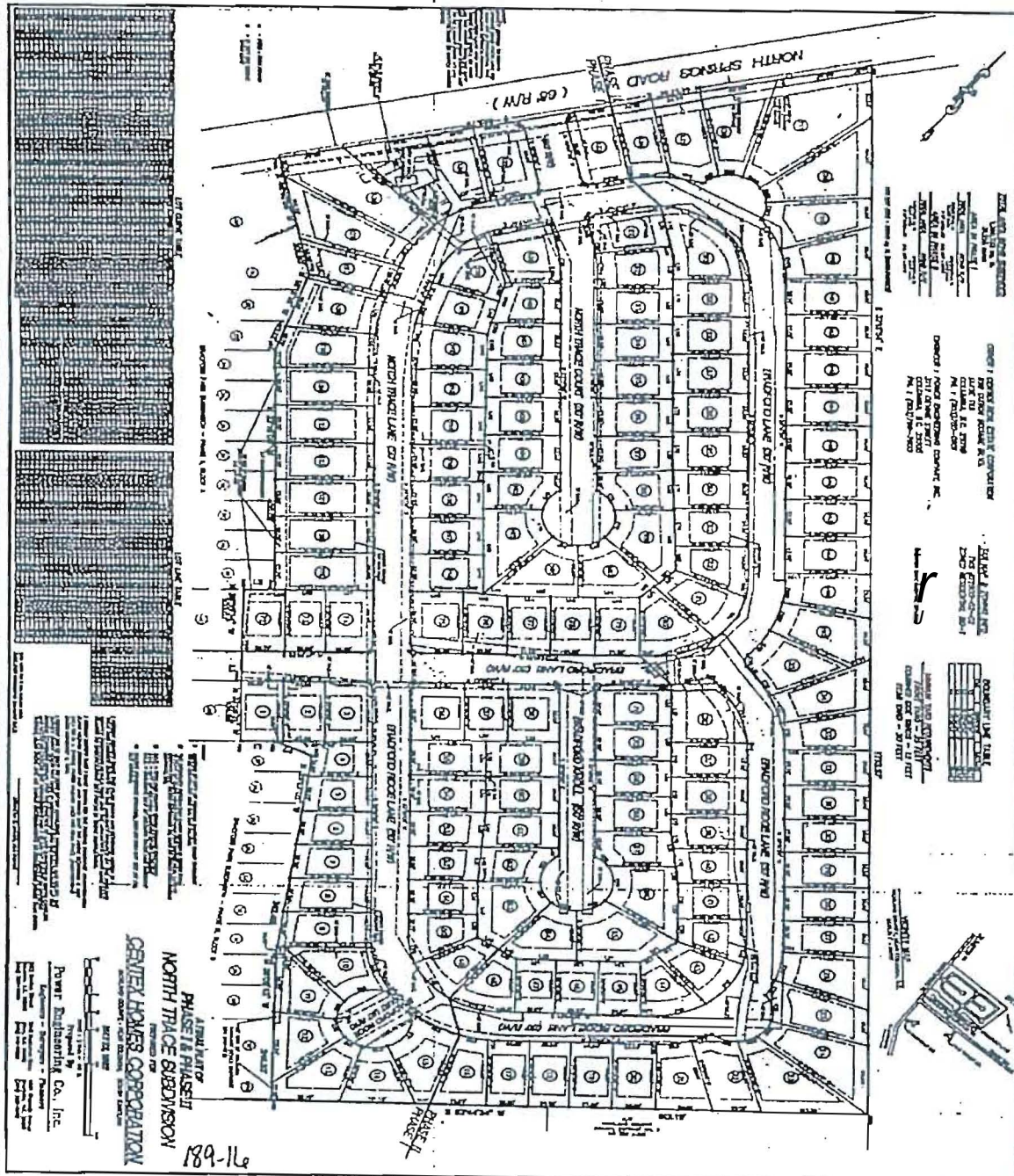
MY COMMISSION EXPIRES: July 9th 2003

Richland County Register of Deeds

John T. Hopkins II

EXHIBIT A

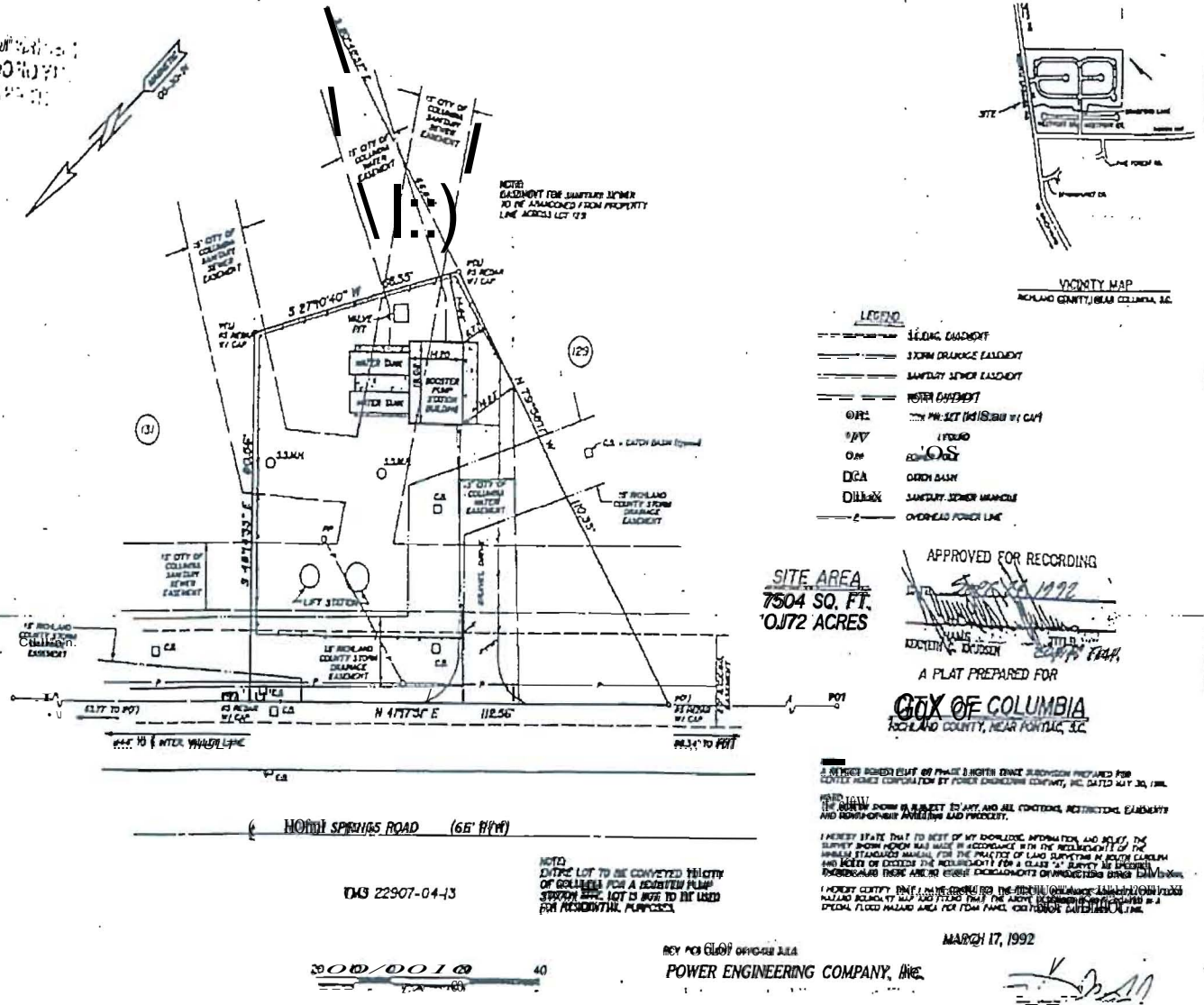
PLAT BK. 54, PAGE 1473



John T. Hopkins II

This document not to scale

Durham



245

SEP 13 05:1784

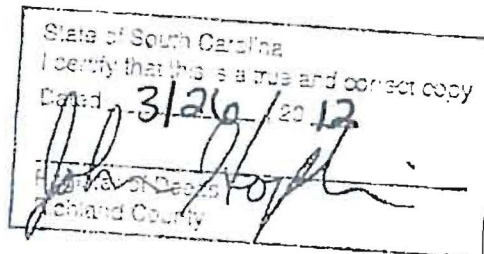
SEP 13 11 07 AM '95
LIB
MESHE CONVEYANCES
CLARA L. BARTLETT

DBK 1278 DE 751

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND



Know All Men by These Presents, That

FAIRWAYS DEVELOPMENT GENERAL PARTNERSHIP

(hereinafter whether singular or plural the "Grantor") in the State aforesaid,
for and in consideration of the sum of One Dollar to the Grantor paid by the

CITY OF COLUMBIA

(hereinafter whether singular or plural the "Grantee") has granted, bargained,
sold and released, and by these presents does grant, bargain, sell and release
unto the City of Columbia, South Carolina, its successors and assigns:

All that certain piece, parcel or tract of land with improvements
thereon, situate, lying and being in the State of South Carolina, County of
Richland, northeast of the City of Columbia and near the town of Blythewood
and being a portion of property of Fairways Development (Crescent Lake at
LongCreek Plantation, Phase I), containing two hundred nine ten thousandths of
an acre (0.0209); having the following boundaries and measurements, to-wit:

Beginning at the termination point of the 40' x 40' turn around road
right-of-way (said access road extends from N. Crescent Lake Way to the herein
referenced sanitary sewer lift station site); thence extending therefrom along
Line L2, S76053'50"W, for a distance of fourteen and sixty-four hundredths
(14.64) feet to an 1/2" rebar iron pin; thence turning and extending along
Line L3, N13006'10"W for a distance of thirty-six and eight tenths (36.8) feet
to an 1/2" iron rebar pin; thence turning and extending therefrom along Line
L4, N76053'50"E, for a distance of twenty-four and seven tenths (24.7) feet to

DBK 1278 DE 751

245

an 1/2" iron rebar pin; thence turning and extending therefrom along Line L5, S13°06'10"E; for a distance of thirty-six and eight tenths (36.8) feet to an 1/2" iron rebar pin; thence turning and extending therefrom along Line L1, S76°53'50"W, for a distance of ten and six hundredths (10.06) feet to the point of beginning. Be all measurements a little more or less.

The subject property is more clearly delineated on a plat of the Crescent Lake at LongCreek Plantation sanitary sewer lift station site to be conveyed to the City of Columbia, South Carolina (0.0309 acres), dated July 11, 1995, last revised July 13, 1995, prepared by Inman Land Surveying Company, Inc., Richard P. Inman, S.C.P.L.S. #13385, and being on file in the office of the City's Director of Utilities and Engineering under file reference #145-16P.

A copy of said plat being attached hereto and made a part hereof as Exhibit "A".

This conveyance also includes:

- (a) The existing sanitary sewer pump station with appurtenances and fixtures attached thereto.
- (b) A 20' permanent easement along the existing gravel road extending from N. Crescent Lake Way and a 40' X 40' turn around right-of-way extending to said sanitary sewer pump station.

DERIVATION: Deed Book D-545, page 350

TAX MAP #: Richland County TMS #20401-01-03 (Portion)

GRANTEE'S ADDRESS: City of Columbia, City Hall
1737 Main Street
P.O. Box 147
Columbia, SC 29217

The conveyance is subject to all easements, restrictions and conditions appearing of record affecting the above property.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, the City of Columbia, its successors and assigns forever. And the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's successors and assigns, against the Grantor and the Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the Hand of the Grantor this 13th day of July in the year of our Lord one thousand nine hundred and ninety-five and in the two hundredth and nineteenth year of the Sovereignty and independence of the United States of America.

SIGNED, SEALED AND DELIVERED

FAIRWAYS DEVELOPMENT GENERAL

PARTNERSHIP

by: United Financial Corp. - Partner

[Signature]
Witness

By: [Signature]

[Signature]
Witness

by: John T. Bakhaus

Title: President

DBK 1278:AGE 754

STATE OF SOUTH CAROLINA)
COUNTY OF ()

PRODATG

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Grantor sign, seal and, as the Grantor's act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this 13

day of July, 1995

Margaret B. Leitner (L.S.)
Public of S.C.

witness

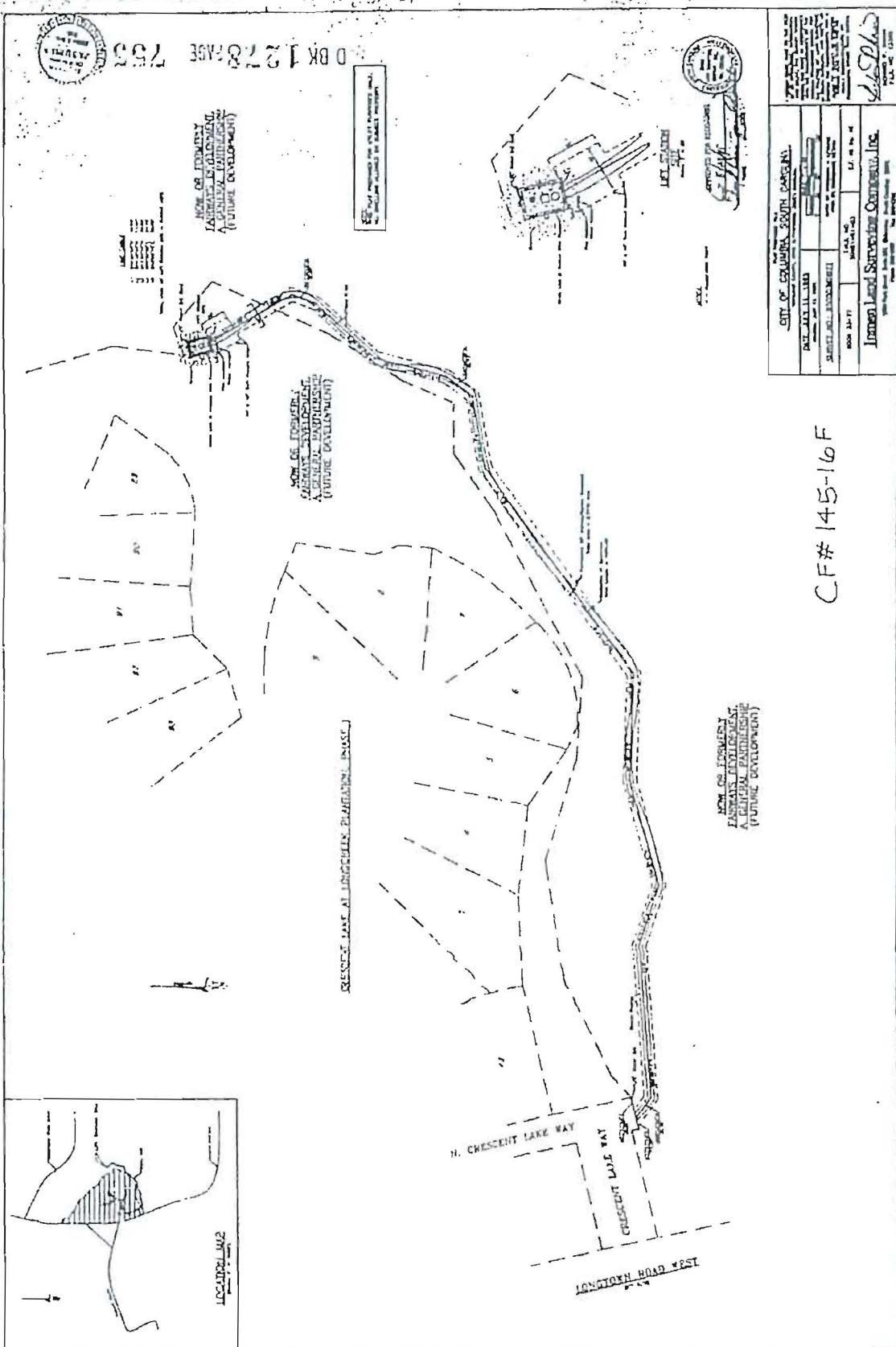
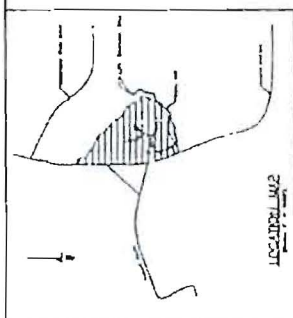
Robert E. Smith - Notary Notary

My Commission Expires: 03/17/2002

DBK 1278:AGE 754

0 BK 1278 ASE 755

EXHIBIT A



CF#141516F

NOT ATTACHED

DBK 1210 PAGE 017

Holly Ridge

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

JUL 21 3 51 PM '91

Know All Men by These Presents, That

THE KUNDA COMPANY

(hereinafter whether singular or plural the "Grantor") in the State aforesaid,
for and in consideration of the sum of One (\$1.00) Dollar to the Grantor paid
by the

CITY OF COLUMBIA

(hereinafter whether singular or plural the "Grantee") has granted, bargained,
sold and released, and by these presents does grant, bargain, sell and release
unto the said Grantee, its successors and assigns forever, the following
described property:

SEE EXHIBIT "A" ATTACHED FOR LEGAL DESCRIPTION

State of South Carolina	
County of Richland	
I hereby certify that this is a true and correct copy	
Dated	3/26/2012
Register	[Signature]
Richland County	

DBK 1210 PAGE 017

-255-

D BK 1210 PAGE 018

This conveyance is subject to all easements, restrictions and conditions appearing of record affecting the above property.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, the City of Columbia, its successors and assigns forever. And the Grantor does hereby bind itself and its and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's successors and assigns, against the Grantor and the Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the Hand of the Grantor this 20 day of July
in the year of our Lord one thousand nine hundred and 1994
and in the two hundredth and eighteenth year of the Sovereignty
and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

THE MUNGO COMPANY

William A. Smith
Witness

[Signature]

James B. Leitch
Witness

by: William J. Dixon

title: V. President

D BK 1210 PAGE 018

STATE OF SOUTH CAROLINA J.
COUNTY OF I)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw this within named Grantor sign, seal and, as the Grantor's set and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he, with the other witnesses whose signature appears above Witnessed the execution thereof.

SWORN to before me this 20

day of July 1994

James B. Linton (L.S.)
Notary Public of S.C.

Melissa A. Smith
witness

My Commission Expires: 03/17/2002

EXHIBIT "B"

LEGAL DESCRIPTION

DBK 1210 PAGE 020

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Richland, northeast of the City of Columbia on the southeastern side of Longtown Road (S-40-1051), containing 530 square feet and shown on a plat of the "Holly Ridge Sewer Lift Station Site" prepared for the City of Columbia, South Carolina by Civil Engineering of Columbia, William E. Brown, R.L.S. #4953, dated July 11, 1994 and recorded simultaneously herewith and made a part hereof as Exhibit "B"; said lot having the following boundaries and measurements, to-wit:

Beginning at an iron pin on the southeastern right-of-way of Longtown Road (S-40-1051) at a point one hundred sixty-seven (167) feet N35°45'32"E of the centerline of Holly Ridge Lane; thence turning and extending therefrom S61°43'39"E along the common boundary of the southwestern property line of the subject lot and the northeastern property line of Lot 15, Holly Ridge, Phase I, for a distance of twenty and seventeen hundredths (20.17) feet to an iron pin on the southern property corner of the subject lot; thence turning and extending N35°45'32"E along the southeastern property line of the subject lot, for a distance of twenty (20) feet to an iron pin on the eastern property corner of the subject lot; thence turning and extending N26°50'03"W along the northeastern property line of the subject lot for a distance of twenty-two and fifty-three hundredths (22.53) feet to an iron pin on the northern property corner of the subject lot; thence turning and extending S35°45'32"W, parallel to and adjoining the southeastern right-of-way of Longtown Road (S-40-1051), for a distance of thirty-three (33) feet to the point of beginning.

All measurements being a little more or less and reference to said plat being craved for a more definite and specific description. Said plat also being on file in the office of the City's Director of Utilities and Engineering under file reference #208-14.

This conveyance includes the existing sanitary sewer lift station, housing, equipment and appurtenances thereto.

Subject to any and all conditions, restrictions, easements and rights-of-way affecting the said property.

Derivation: Deed Book D-1066, Page 580.

Tax Map #20300-04-24 (Portion)

Grantee's address: City of Columbia, P.O. Box 147,
Columbia, South Carolina 29217

DBK 1210 PAGE 020

GN:gg M-D-11

B2

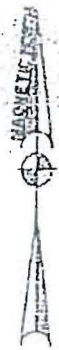


DBK 1210 PAGE 021

S-40-1051 LONGTOWN RD. 66' R.O.W.



EXHIBIT B



APPROVED FOR RECORDING

DATE 7/21/04

Amirah Shah

adm. survey

530 S.F.
(SEWER LIFT STATION SITE)

NOTES & REFERENCES

1. PLAT TO BE PREPARED FOR THE RECORD COMPANY BY DEXTER & ASSOCIATES DATED MAY 1, 1994, LATEST REVISION JULY 4, 1994.
2. A PORTION OF RICHLAND COUNTY TAX MAP SHEET 12300, BLOCK 4, LOT 14.
3. I HEREBY CERTIFY THAT I HAVE CONSULTED THE TRAMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL 4, FIRM NO. 2, DATED JANUARY 12, 1994, TO THE BEST OF MY BELIEF THE SUBJECT PROPERTY IS LOCATED IN ZONE A AND IS NOT LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD HAZARD AS SHOWN HEREIN.

N/F WHITEHALL DEVELOPER

RAW SEWER EASEMENT

CITY SEWER MAIN

SEWER FORCE MAIN

(15)

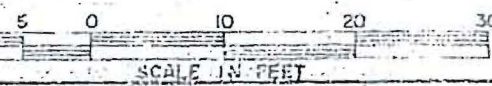
HOLLY RIDGE PHASE ONE

THE MAIN PURPOSE OF THIS PLAT IS TO SHOW THAT AREA DECEDED TO THE CITY OF COLUMBIA FOR A SANITARY SEWER LIFT STATION SITE. THE SUBJECT PARCEL IS NOT TO BE USED FOR RESIDENTIAL PURPOSES.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AND THAT THE RATIO OF PRECISION OF THE FIELD TOWNSHIP EXCEEDS 1/10,000 AND THE AREA WAS DETERMINED BY THE COORDINATE METHOD.



William H. Brown, R.L.S. 44953



RICHLAND CO.

S. C.

DBK 1210 PAGE 021		PREPARED FOR	
THE CITY OF COLUMBIA			
CIVIL ENGINEERING OF COLUMBIA		CONSULTING ENGINEERING SURVEYING AND PLANNING	
COLUMBIA, SOUTH CAROLINA			
DATE	JULY 11, 1994	BY	G. O. C.
SCALE	1" = 10'	PROJECT NO.	93134

D08667462

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

DEED TO SANITARY SEWER LINES
INDUSTRIAL PARK

State of South Carolina

Deed to Sanitary Sewer Lines

Dated 3/26/12

Registered

Richland County

TO

THE CITY OF COLUMBIA

FOR VALUE RECEIVED, it, Richland County

of Columbia, South Carolina, does hereby bargain, sell, transfer and convey unto
The City of Columbia, its successors or assigns, all its right, title and
interest in and to the below described sanitary sewer lines:

All those certain sanitary sewer lines and force mains the same being
eight (8), twelve (12) and fifteen (15) inches in diameter including manholes,
manhole castings, wyes, service line connections, sanitary sewage pumping stations
and all fittings.

Beginning at manhole #21 along the southern right-of-way of Clemson Road
Extension approximately seven thousand three hundred forty-five (7,345) feet from
the intersection of Clemson Road Extension and U.S. Highway 1, thence extending in
a generally northeasterly direction for approximately four hundred two (402) feet
to manhole #20, thence continuing in a generally northeasterly direction for
approximately three hundred ninety-three (393) feet to manhole #19, thence
continuing in a generally northeasterly direction for approximately four hundred
eight (408) feet to manhole #18, thence turning and extending in a generally
westerly direction for approximately three hundred eighty-eight (388) feet to
manhole #17, thence continuing in a generally westerly direction for approximately
four hundred eighteen (418) feet to manhole #16, thence continuing in a generally
westerly direction for approximately three hundred seventy-nine (379) feet to
manhole #15, thence continuing in a generally westerly direction for approximately
two hundred eight (208) feet to manhole #14, thence continuing in a generally
westerly direction for approximately two hundred eight (203) feet to manhole #13,
thence continuing in a generally westerly direction for approximately two hundred
thirteen (213) feet to manhole #12, thence turning and extending in a generally
northwesterly direction for approximately four hundred one (401) feet to manhole
#1, thence continuing in a generally northwesterly direction for approximately two
hundred fifty-seven (257) feet to manhole #2, thence continuing in a generally
northwesterly direction for approximately two hundred eighty-two (282) feet to
manhole #3, thence continuing in a generally northwesterly direction for
approximately four hundred two (402) feet to manhole #4, thence turning and
extending in a generally westerly direction for approximately three hundred
eighty-three (383) feet to manhole #5, thence continuing in a generally westerly
direction for approximately four hundred seven (407) feet to manhole #6, thence
continuing in a generally westerly direction for approximately three hundred
ninety-two feet to manhole #7, thence continuing in a generally westerly direction
for approximately four hundred three (403) feet to manhole #8, thence continuing in
a generally westerly direction for approximately four hundred seventeen (417) feet
to manhole #9.

Also, beginning at manhole #10-A along the southern right-of-way of
Clemson Road Extension approximately one thousand seven hundred seventy (1,770)
feet from the intersection of U.S. Highway 1 and Clemson Road Extension, thence
extending in a generally westerly direction for approximately one hundred one (101)
feet to manhole #10, thence continuing in a generally westerly direction for
approximately four hundred two (402) feet to manhole #11, thence continuing in a
generally westerly direction for approximately three hundred forty (340) feet to
manhole #11-A.

Also, beginning at manhole #55 along the northern right-of-way of Clemson
Road approximately four thousand nine hundred forty (4,940) feet from the
intersection of Clemson Road and U.S. Highway 1, thence extending in a generally
northwesterly direction for approximately three hundred eighteen (318) feet to

260-265

D08667462

manhole #54, thence continuing in a generally northwesterly direction for approximately three hundred nineteen (319) feet to manhole #53, thence continuing in a generally northeasterly direction for approximately three hundred twenty-three (323) feet to manhole #52, thence continuing in a generally northwesterly direction for approximately three hundred fifty-two (352) feet to manhole #51, thence continuing in a generally northwesterly direction for approximately two hundred seventy-eight (278) feet to manhole #50, thence turning and extending in a generally westerly direction for approximately two hundred thirteen (213) feet to manhole #49, thence continuing in a generally westerly direction for approximately two hundred nineteen (219) feet to manhole #48, thence continuing in a generally westerly direction for approximately two hundred thirteen (213) feet to manhole #49, thence continuing in a generally westerly direction for approximately two hundred nineteen (219) feet to manhole #48, thence continuing in a generally westerly direction for approximately three hundred eighty-one (381) feet to manhole #47, thence turning and extending in a generally southerly direction for approximately one hundred fifty-five (155) feet to manhole #46-A, thence continuing in a generally southerly direction for approximately forty-two (42) feet to manhole #46, thence turning and extending in a generally westerly direction for approximately two hundred thirty-five (235) feet to manhole #45, thence continuing in a generally westerly direction for approximately three hundred sixty-three (363) feet to manhole #44, thence turning and extending in a generally southwesterly direction for approximately three hundred thirty-seven (337) feet to manhole #43, thence turning and extending in a generally northwesterly direction for approximately one hundred fourteen (114) feet to manhole #42, thence turning and extending in a generally southwesterly direction for approximately three hundred three (303) feet to manhole #41, thence turning and extending in a generally westerly direction for approximately two hundred two (202) feet to manhole #40, thence continuing in a generally westerly direction for approximately one hundred forty (140) feet to manhole #39-A, thence continuing in a generally westerly direction for approximately two hundred fifty (250) feet to manhole #39, thence continuing in a generally westerly direction for approximately two hundred fifty-seven (257) feet to manhole #38, thence turning and extending in a generally northwesterly direction for approximately one hundred ninety-nine (199) feet to manhole #37, thence turning and extending in a generally southwesterly direction for approximately one hundred ten (110) feet to manhole #36A, thence continuing in a generally southwesterly direction for approximately three hundred ten (310) feet to manhole #36, thence turning and extending in a generally northwesterly direction for approximately four hundred twenty-nine (429) feet to manhole #35, thence turning and extending in a generally westerly direction for approximately three hundred fifty-seven (357) feet to manhole #34, thence turning and extending in a generally northwesterly direction for approximately three hundred thirty-eight (338) feet to manhole #33, thence turning and extending in a generally westerly direction for approximately one hundred eighty-eight (188) feet to manhole #32, thence turning and extending in a generally southwesterly direction for approximately eighty-five (85) feet to manhole #31, thence continuing in a generally southwesterly direction for approximately two hundred ninety-five (295) feet to manhole #30, thence continuing in a generally southwesterly direction for approximately two hundred thirty-two (232) feet to manhole #29, thence continuing in a generally southwesterly direction for approximately two hundred twenty-four (224) feet to manhole #28, thence continuing in a generally southwesterly direction for approximately two hundred eighty (280) feet to manhole #27, thence continuing in a generally southwesterly direction for approximately three hundred nineteen (319) feet to manhole #26, thence turning and extending in a generally northwesterly direction for approximately two hundred thirty-nine (239) feet to manhole #25, thence turning and extending in a generally southwesterly direction for approximately three hundred forty-eight (348) feet to manhole #24, thence continuing in a generally southwesterly direction for approximately two hundred sixty-nine (269) feet to manhole #23, thence continuing in a generally southwesterly direction to tie to an existing manhole #22 on the Crane Creek outfall line.

Also, a force main beginning at pump station #1 on the southern right-of-way of Clemson Road Extension approximately three thousand nine hundred thirty (3,930) feet from the intersection of U.S. Highway 1 and Clemson Road Extension, thence extending in a generally northeasterly direction for approximately thirty (30) feet, thence turning and extending in a generally northwesterly direction along the southern right-of-way of Clemson Road Extension for approximately three thousand two hundred fifty (3,250) feet to tie to manhole #10-A.

Also, a force main beginning at pump station #2 on the southern right-of-way of Clemson Road Extension approximately one thousand six hundred seventy (1,670) feet from the intersection of U.S. Highway 1 and Clemson Road Extension, thence extending in a northeasterly direction for approximately fifteen (15) feet,

thence turning and extending in a generally westerly direction for approximately six thousand two hundred (6,200) feet along the southern right-of-way of Clemson Road Extension and Clemson Road, thence turning and extending in a northeasterly direction for approximately eighty-five (85) feet to a point along the northern right-of-way of Clemson Road, thence turning and extending in a generally westerly direction for approximately two hundred forty (240) feet to tie to manhole #55.

This conveyance also includes an exclusive easement on all sanitary sewer lines and appurtenances heretofore described for the purpose of ingress, egress, operation and maintenance of said sanitary sewer lines. The Grantor hereby agrees that no construction (including, but not limited to, buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without prior approval of the City Engineer.

This conveyance also includes all easements shown on a set of as-built plans for Richland Northeast Industrial Park, in Richland County, near Pontiac, South Carolina, plans dated April 1981, last revised April 15, 1982, by Enwright and Associates, Inc., Don A. Compo, P. E., and being on file in the office of the City's Director of Utilities and Engineering, Columbia, South Carolina under file reference 109-16(R-2).

These sanitary sewer lines are more clearly delineated on a set of as-built plans for Richland Northeast Industrial Park, in Richland County, near Pontiac, South Carolina, plans dated April 1981, last revised April 15, 1982, prepared by Enwright and Associates, Inc., Don A. Compo, P. E., and being on file in the office of the City's Director of Utilities and Engineering, Columbia, South Carolina under file reference 109-16(R-2).

D-16-3

TO HAVE AND TO HOLD the said property unto the City of Columbia, its successors and assigns.

And it, Richland County warrant(s)
that it is the lawful owner of said property and has the
right to convey same; and that the property is free and clear of any and all liens
and encumbrances of whatsoever kind or nature, except those set forth hereinabove.

WITNESS its hand and seal this 13th day of November,
1987.

Title:

WITNESSES

Margaret E. Mack
Terry M. Maublin

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY APPEARED before me Margaret E. Mack and
made oath that he saw the within named Richland County
sign, seal and as its act and deed deliver the within written instrument for
the uses and purposes therein mentioned and that he with Terry M. Maublin
witnessed the execution thereof.

Margaret E. Mack

SWORN to before

me this 13th day of November, 1987.

W. Anthony McDaniel (L.S.)
Notary Public for South Carolina

My Commission Expires August 12, 1997

APPROVED BY THE LEGAL DEPARTMENT
OF THE COUNTY OF RICHLAND
DATE 9/8/87
BY [Signature]

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

MORTGAGE RELEASE

Know all men by these presents that _____
_____ for certain valuable consideration do/does hereby
release from the lien and operation of a mortgage recorded in the office of
the Clerk of Court for _____ County in Mortgage Book
_____ at Page _____ the sewer lines water lines including valves,
valve boxes, hydrants, manholes, service lines running from main lines to prop-
erty lines and all fittings, also including the easements and rights of way
conveyed by the within deed so that the said lines, appurtenances and rights
of way shall be free from and unaffected by said mortgage.

WITNESS _____ hand and seal this _____ day of
_____, 19____.

In the presence of

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY APPEARED before me _____ and
made oath that he saw the within named _____
sign, seal and as _____ act and deed deliver the within written instrument for
the uses and purposes therein mentioned and that he with _____
witnessed the execution thereof.

SWORN to before
me this _____ day of _____,
_____, (L.S.)
Notary Public for South Carolina

Instrument: 2012020492

Book/Page: R 1749: 1125

Date/Time: 03/14/2012 15:55:28:400

Document: 01

#14607

Book 1749-1125

2012020492 03/14/2012 15:55:28:400

Fee: \$0.00 County Tax: \$0.00

State Tax: \$0.00

GRANT TO REAL ESTATE



2012020492 John T. Hopkins &

Richland County R.O.D.

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

Know All Men by These Presents, That

BRICKYARD-LONGTOWN, LLC

(hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of One (\$1.00) Dollar to the Grantor paid by the

CITY OF COLUMBIA

(hereinafter whether singular or plural the "Grantee") has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the

CITY OF COLUMBIA, its successors and assigns:

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Richland, northeast of the City of Columbia, bounded on the northeast by Longreen Parkway, on the southeast, southwest and northwest by the remaining portion of Richland County TMSH 17509-03-01, being irregular in shape and containing twenty-four hundredths (0.24) of an acre, having the following boundaries and measurements, to-wit:

Beginning at an Iron pin (new) on the common boundary of the southwestern right-of-way of Longreen Parkway and the northern property corner of the subject parcel, twelve hundred twenty (1,220) feet southeast of the intersection of Ivy Square Way and Longreen Parkway; extending therefrom S68°S2'S2"W along the northwestern property line of the subject parcel, for a distance of ninety-two and twenty-four hundredths (92.24) feet to an iron pin (new) on the western property corner of the subject parcel; thence turning and extending therefrom along the southwestern property line of the subject parcel S04°08'06"E, for a distance of seventy and two tenths (70.2) feet to an iron pin (new) on the southwestern property line of the subject parcel; thence continuing therefrom along the southwestern property line of the subject parcel S21°07'08"E, for a distance of forty-seven and ninety-five hundredths (47.95) feet to an iron pin on the southwestern property corner of the subject parcel; thence turning and extending therefrom along the southern property line of the subject parcel N68°52'S2"E, for a distance of sixty-eight and fifty-eight hundredths (68.58) feet to an iron pin (new) on the southeastern property corner of the subject parcel; thence turning and extending therefrom along the eastern property line of the subject parcel N21°07'08"W, for a distance of twenty-eight and eleven hundredths (28.11) feet to an iron pin; thence turning and extending along the southeastern property line of the subject parcel N39°53'08"E, for a distance of fifty and forty-nine hundredths (50.49) feet to an iron pin on the common boundary of the easternmost property corner of subject parcel and the southwestern right-of-way of Longreen Parkway; thence turning and extending therefrom along the common boundary of the northeastern property line of the subject parcel and the southwestern right-of-way of Longreen Parkway N21°07'08"W, for a distance of sixty-two and five tenths (62.5) feet to intersect the northeastern property corner of the subject parcel, also being the point of beginning. Be all measurements a little more or less.

Being more clearly shown and delineated on a plat for Sanitary Sewer Lift Station Site for the Primary Sanitary Sewer System to Serve the Longtown Tract, dated April 28, 2005, prepared by Civil Engineering of Columbia, Inc., Charles D. Meeler, S.C. P.L.S. #12246, for the City of Columbia, South Carolina, and recorded on May 10, 2005 in the Office of the Register of Deeds for Richland County in Record Book R-1052, page 568; also being on file in the Office of the City of Columbia, Department of Utilities and Engineering under file reference #235-127. A copy of said plat being attached hereto and made a part hereof as Exhibit "A".

State of South Carolina
I certify that this is a true and correct copy.
Dated: 3/13/2012

Register of Deeds
Richland County

APPROVED BY
CITY OF COLUMBIA
LEGAL DEPT.

270

-2-

DERIVATION: Being a portion of property acquired by Brickyard-Longtown, LLC by deed from Longtown Associates, LLC, dated January 8, 2003 and recorded January 9, 2003 in the Office of the Register of Deeds for Richland County in Record Book R-744, page 2644.

TAX MAP NUMBER: 17500-03-59 (PORTION)

PREPARED BY: City of Columbia
Department of Utilities & Engineering

GRANTEE'S ADDRESS: City of Columbia
c/o Finance Department
P. O. Box 147
Columbia, SC 29217

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

Richland County Register of Deeds

Audited by Paul Brinkley 2007

Instrument: 2012020492

Book/Page: R 1749: 1127

Date/Time: 03/14/2012 15:55:28:400

Document: 01

-3-

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said City of Columbia, its successors and assigns forever. And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the City of Columbia, its successors and assigns, against the Grantor and the Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the hand and seal of the Grantor by the undersigned this 19th day of

January, 2012.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

(Witness #1 Signature)

(Witness #2 Signature)

BRICKYARD-LONGTOWN, LLC
LIE

By: [Signature]
(Signature)
Name: William J. Dixon
(Print Name)
Title: V.P.
(Print Title)

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 19 day of

January, 2012 by William J. Dixon V.P. of Brickyard-Longtown, LLC.

South Carolina on behalf of Brickyard-Longtown, LLC.

NOTARY PUBLIC FOR STATE OF SOUTH CAROLINA
MY COMMISSION EXPIRES: 1/13/15

Richland County Register of Deeds

Audited by Paul Brinkley 2007

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located on the southwestern side of Longreen Parkway, Richland County, SC containing 0.24 Acre, being identified as Richland County Tax Map Number 17500-03-59 (Portion), was transferred by Brickyard-Longtown, LLC to the City of Columbia on , 20 .
3. Check one of the following: The deed is
☒ exempt from the deed recording fee because property transferred to City of Columbia, a political subdivision (Exemption No. 2).
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
 The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.
5. Check Yes or No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is \$.
6. The deed recording fee is computed as follows:
(a) Place the amount listed in item 4 above here: \$0
(b) Place the amount listed in item 5 above here: \$0
(If no amount is listed, place a zero here.)
(c) Subtract Line 6(b) from Line 6(a) and place result here: \$0
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$0.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
Vice President

I understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand (\$1,000.00) Dollars or imprisoned not more than one year, or both.

W. J. Bixen
RESPONSIBLE PERSON CONNECTED WITH THIS TRANSACTION

W. J. Bixen
Print or Type Name Here

Subscribed and sworn to before me this 14 day of March, 2012

SWOITZ
NOTARY PUBLIC FOR THE STATE OF S.C.
MY COMMISSION EXPIRES: 1/1/13

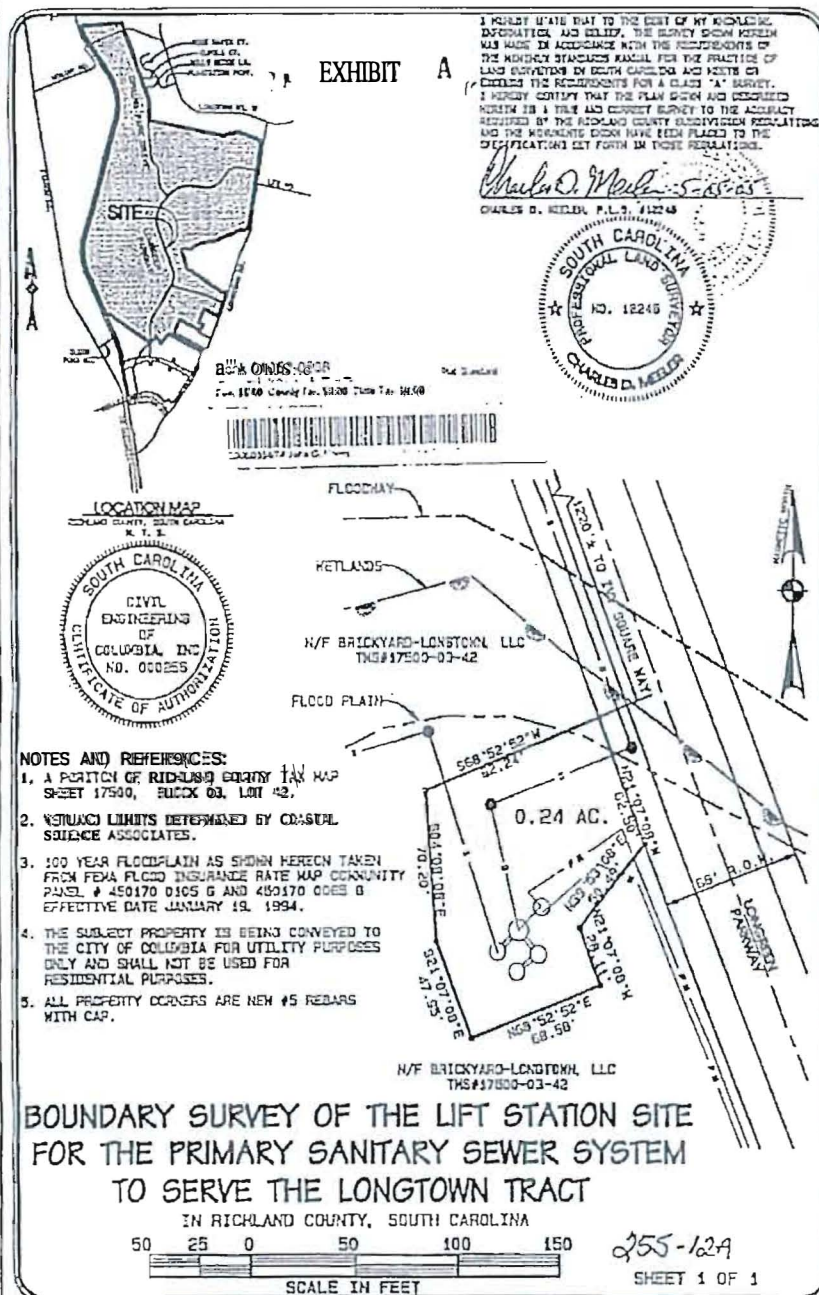
Richland County Register of Deeds

Attested by Paul Brinkley 2007

ATTORNEY CERTIFICATION

I, Robert C. Clawson, an attorney licensed to practice law in the State of South Carolina do hereby certify that I supervised the execution of the attached Title to Real Estate for Sanitary Sewer Lift Station Site for the Primary Sanitary Sewer System to Serve the Longtown Tract with Brickyard - Longtown, LLC, as Grantor, and City of Columbia as Grantee, this 19 day of January, 2012.

State Bar or License Number 1266



PREPARED FOR CITY OF COLUMBIA DEPARTMENT OF ENGINEERING AND UTILITIES		
NO. DATE	REVISION DESCRIPTION	BY
DATE	4-20-2005	JOS NUMBER
DESIGNER	C. B.	02151
SCALE	1"=50'	

CIVIL ENGINEERING OF COLUMBIA
COLUMBIA, SOUTH CAROLINA
6606 FARMHIDE ROAD COLUMBIA, SOUTH CAROLINA 29905
TEL: 803/726-7000 FAX: 803/726-7003